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Monroe Community College, Board of Trustees and Faculty Association of Monroe Community College (1984)

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Monroe Community College, Board of Trustees and Faculty Association of Monroe Community College (1984)

Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

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Contractual Agreement
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AGREEMENT

THIS AGREEMENT entered into this twenty-fourth day of September, 1984, and effective November 1, 1984, by and between the Board of Trustees of Monroe Community College located at 1000 East Henrietta Road, Brighton, New York, and the Faculty Association of Monroe Community College located at 1000 East Henrietta Road, Brighton, New York.

WITNESSETH:

WHEREAS, The Board and the Faculty Association, as parties to this agreement are desirous of entering into written contracts with respect to salaries, wages, personnel rules, and other similar benefits, and WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement,

NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1 - DEFINITIONS

- A) The term "faculty" means all full-time teaching and nonteaching staff as recognized in Article 3, Section A.
- B) The term "Faculty Association" means the duly recognized representative of the faculty for purposes of collective bargaining and grievances under the provisions of the New York State Public Employees' Fair Employment Act. The Faculty Association represents all the employees set forth in Article 3, Section A.

- C) The term "Board" means the Board of Trustees of Monroe Community College.
- D) The term "working day" means any day the college administrative offices are open for a normal day of business.
- E) The term "College" shall mean Monroe Community College.

ARTICLE 2 - PREAMBLE

The Board and the Faculty Association declare it to be their mutual policy that in order to promote harmonious relations between the College and its professional staff, the principle of collective negotiations is to be employed pursuant to the New York State Public Employees' Fair Employment Act and that no article or section in this contract is to be construed to be in any violation of the Laws of the State of New York. Both parties to this Agreement furthermore affirm that public employment is to be regarded as a life-long career and that as such, the terms, conditions of employment and working conditions shall be of the highest caliber to attract and maintain in employment with the College, the best personnel available. We furthermore affirm that each professional person shall, at all times, be a dedicated, courteous, and efficient representative of the College realizing full well that said person is performing an essential public service. Both parties agree that nothing in this Agreement shall be the basis for discrimination for reasons of age, race, color, religion, sex, national origin, marital status, or physical disability.

ARTICLE 3 - RECOGNITION

Section A. The Board recognizes the Faculty Association as the sole and exclusive negotiating representative for all faculty in the following categories:

- | | |
|---------------------------------------|-------------------------------|
| 1) Teaching Faculty | Assistant Controller |
| Adjunct Faculty | Bursar |
| Department Chairpersons | Advisors |
| Librarians | Technical Assistants |
| Counselors | Other Certified Instructional |
| Associate Directors | or Professional Personnel |
| Assistant Directors | |
| Directors (except as indicated below) | |

2) This unit does not include the President, Vice Presidents, Assistant to the President, Assistants to Vice Presidents, Associate Vice Presidents, Assistant Vice Presidents, Deans, Associate Deans, Assistant Deans, Director of Public Relations and Publications, Director of Research and Planning, Director of Personnel, and Controller.

Section B. The Board and The Faculty Association recognize that by long-standing practice appropriate professional responsibilities of the faculty in the various departments of the College include (but are not limited to) the following: teaching, performing professional and administrative duties, developing new educational media, advising and counseling students, and participating in departmental or institutional functions. In addition, the departments shall have primary but not sole responsibility for the determination of the preparation and assignment of course and teaching schedules and the maintenance of office hours.

Section C. The Board recognizes the Faculty Association as exclusive bargaining Agent for collective bargaining and grievances until seven months prior to the expiration of this agreement.

Section D. The College shall deduct from the wages of faculty and remit to the Faculty Association, on a monthly basis, regular membership dues for those faculty who have signed authorizations permitting such payroll deductions.

Section E. The Faculty Association affirms that it does not assert the right to strike against the College, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike.

ARTICLE 4 - GOVERNANCE

Section A. The Board and the Faculty Association recognize the following committees of the Academic Governance Organization: Faculty Resources Committee, Academic Standards Committee, Curriculum Committee, Educational Policies Committee, Institutional Philosophy and Goals Committee, Personnel Policies Committee, Professional Development and Instructional Resources Committee, and Special Committee on Administrative Affairs.

It is further recognized by the Board and the Faculty Association that faculty ad hoc or special committees exist and other faculty ad hoc, standing or special committees may be formed during the period of this Agreement. Membership on such faculty committees and any future faculty committees shall be open to all members of the faculty. Committee members shall be selected in accordance with the Academic Governance Organization Bylaws.

Section B. It is further recognized that the Faculty Association has complete control over its internal procedures, that it may create its own committees or other mechanisms for conducting its activities as the recognized representative of the faculty for the purpose of collective bargaining and grievances. The Faculty Association may determine the procedure of its own committees and set the qualifications for membership.

Section C. As set forth more specifically in other sections of the agreement and by long-standing practice at Monroe Community College, the faculty through the appropriate faculty committee or department and consistent with the responsibilities vested in the President and the Board of Trustees, has primary but not sole responsibility for recommending curriculum, subject matter, methods of instruction, research, faculty status, requirements of and authorization for granting degrees.

ARTICLE 5 - ACADEMIC FREEDOM AND TENURE

The Board and the Faculty Association agree that the 1940 statement of the American Association of University Professors (AAUP) on academic freedom and tenure, and subsequent approved interpretive comments (1970), shall be used for deliberations and actions pertaining to academic freedom and tenure at Monroe Community College.

ARTICLE 6 - FACULTY PERSONNEL RECORDS

Section A. The College shall maintain only one set of official files with two sections each containing a member's academic and professional records. Data necessary for processing a faculty member's salary,

fringe benefits, etc., shall be excluded from the official files and shall not be considered part of the official files.

Section B. Official Closed File Section: The official closed file shall contain only materials accumulated prior to or pertaining to the faculty member's initial full-time appointment to the College. This section shall only be examined by the President, Vice President, or designee.

Section C. Official Open File Section: The official open file shall contain only materials accumulated following the faculty member's initial appointment to the College.

1) Addition of Material. No material will be placed in a personnel folder unless a copy of such material has been sent to the faculty member. The faculty member shall have the right to respond to any material filed and said response shall be attached to the file copy. This material must be added to the file within one year of the date that the appropriate administrator first knew of this information. After a period of 5 consecutive years an individual may apply to the appropriate administrator and seek the removal of unfavorable material from the personnel file. The only documents which shall be used as the basis for reappointment, evaluation, promotion, continuing appointment, discipline, suspension, or discharge are those that are in the official open file and accessible to the faculty member. No unsigned unfavorable documents or anonymous communications shall be filed.

2) Examination of File. The open file may be examined by a faculty member with a witness. Only authorized personnel shall examine the official files and a memorandum of the use of these files, including the date, by whom used, and the purpose of the use shall be placed in the faculty member's file, except when used for day-to-day administrative maintenance of the files.

ARTICLE 7 - TERMINATION

Section A. Temporary Appointments: The services of members of the faculty having temporary appointments may be terminated at any time by the President, notwithstanding any other provisions of this Article. There shall be no right of appeal from such a termination.

Section B. Term Appointments: Notwithstanding any other provision of this contract the services of members of the faculty having term appointments shall cease automatically at the end of their specified terms. Except as provided in Article 5, there shall be no right of appeal from a nonrenewal of a term appointment.

Section C. Retirement: The services of members of the faculty may be terminated at any time for physical or mental incapacity after receipt of the recommendation of the President and upon medical advice of the faculty member's personal physician in attendance, a College-appointed physician, and, in the event of a difference of opinion, a physician recommended by the Monroe County Medical Association.

Section D. Grounds: The services of members of the faculty on continuing appointment^{*} may be terminated only for just cause after such notice and opportunity to be heard is provided.

Section E. Notice: When the President has information or has received a complaint against a member of the faculty containing allegations which, if true, might serve as grounds for termination for cause, and such information or complaint is deemed by the President to be substantial, the President shall discuss it with the person concerned. If the President believes that a basis for charges exists, such charges shall be served in writing upon the person concerned.

* As defined in the current Board of Trustees Policy Manual

Section F. Hearing by Faculty Committee: If a person so charged requests, said person shall be entitled to a hearing before a standing committee of the faculty. The standing committee shall be selected by the individual so charged. The committee, in consultation with the President and the faculty member concerned, shall determine whether the hearing be public or private. The President shall have the option of attending the hearing, but the conduct of the hearing shall be determined by the committee. The faculty member charged shall be entitled to be present, to be represented by a person of the faculty member's choice, to present witnesses on the person's own behalf, and to confront and question witnesses against said faculty member. All testimony shall be under oath. A full stenographic record of the hearing will be taken and made available to parties concerned. The decision of the Committee shall be transmitted to the Board of Trustees, accompanied by a transcript of the hearing.

Section G. Procedure After Hearing Before Faculty Committee: After transmittal of the decision of the faculty committee and the transcript of the hearing to the Board of Trustees, the Board may elect to accept the decision of the Faculty committee or to review the case based upon the record of the hearing, accompanied by argument, oral or written or both, by the principals or their representatives. The decision of the faculty committee shall be sustained or the proceeding be returned to the faculty committee with objections specified. After reconsideration by the faculty committee the Board of Trustees shall make its final decision.

Section H. Hearing by Board of Trustees: If the faculty member charged does not request a hearing before a faculty committee, said faculty member may request a hearing before the Board of Trustees. The Board, in consultation with the President and the faculty member concerned, shall determine whether the hearing be public or private. The Board shall elect one of its own members to act as presiding officer, shall have the option of being represented by counsel, and shall determine the conduct of the hearing. The faculty member charged shall be entitled to be present, to be represented by a person of the faculty member's choice, to present witnesses on the person's behalf, and to confront witnesses against said faculty member. All testimony shall be under oath. A full stenographic record of the hearing shall be taken and made available to the parties concerned. The decisions of the Board, upon the completion of the hearing, shall be final.

Section I. Rights of Appeal: A decision of the Board to terminate the services of a faculty member may be appealed in the courts as provided by law. Such decision shall not be subject to the grievance procedure of this Agreement.

Section J. Failure to Testify: If the faculty member charged refuses to answer at the hearing a question pertinent to the charges against said faculty member, the Board may regard such refusal as sufficient to warrant that the faculty member's services may be terminated.

Section K. Failure to Attend Hearing: If the faculty member charged fails to request or to attend a hearing, the Board of Trustees may, after receiving the recommendation of the President, take such action, if any, as it deems advisable. There shall be no right of appeal from such action of the Board of Trustees.

Section L. Suspension: If the President deems it to be for the best interest of the College, a faculty member upon whom charges have been served may be suspended by the President, with or without salary, pending final action upon such charges by the Board of Trustees. If a faculty member against whom charges have been served is suspended without salary and subsequently is reinstated to the faculty member's position by action of the Board of Trustees and no disciplinary action against said faculty member is taken by the Board of Trustees, the faculty member shall be paid the salary which otherwise would have been received during the period of such suspension.

Section M. Termination Procedures for Full-time Faculty Not Accorded Full Academic Rank:

1) Probationary Period: The procedures contained in this section are not available until an individual has completed four consecutive full-time annual appointments.

2) Grounds: The services of full-time members of the faculty who are not accorded full academic rank may be terminated for cause after notice and opportunity to be heard is provided as described below.

3) Notice: When the appropriate Vice President has information or has received a complaint against a member of the faculty containing allegations which, if true, might serve as grounds for termination for cause and such information or complaint is deemed by the appropriate Vice President to be substantial, the Vice President shall discuss the problem with the person concerned. If the appropriate Vice President thereafter believes that a basis for charges exists, a written notice specifying such charges shall be served upon the person concerned. No such notice may be issued for acts that occurred more than two years prior to the service of the notice of discipline.

4) Hearing: If a person so charged requests, said person shall be entitled to a hearing before a panel of three persons, chosen as follows: the College and the Faculty Association shall each select one member of the panel; the two members thus chosen shall select by mutual agreement the third person of the panel. The panel, in consultation with the appropriate Vice President and the person charged, shall determine whether the hearing shall be public or private. The appropriate Vice President shall have the option of attending the hearing. The employee charged shall be entitled to be present, to be represented by a person of the employee's choice, to present witnesses in the employee's own behalf, and to confront and question witnesses against said employee. All testimony shall be under oath. A full stenographic record of the hearing will be made available to the parties concerned. The decision of the hearing panel shall be transmitted to the appropriate Vice President and to the employee so charged accompanied by a transcript of the hearing. A decision of a majority of the panel is sufficient.

5) Rights of Appeal: After transmittal of the decision of the hearing panel and the transcript, the employee so charged or the appropriate Vice President may elect to appeal the panel's decision to the President. The employee and the Vice President may submit to the President a brief or report in support of his/her position. The President shall review the transcript and any briefs or reports so submitted and will either affirm or reverse the decision of the hearing panel. The decision of the President shall be final and shall not be subject to grievance procedures.

6) Suspension: If the appropriate Vice President deems it to be for the best interest of the College, an employee upon whom charges have been served may be suspended by the appropriate Vice President, with or without salary, pending final action upon such charges pursuant to this Article. If an employee against whom charges have been served is suspended without salary, and subsequently is reinstated to his/her position pursuant to this Article, and no disciplinary action against such employee is taken, the employee shall be paid the salary which he/she otherwise would have received during the period of such suspension.

7) Failure to Request a Hearing: If the employee charged fails to request a hearing, the President may, after receiving the recommendation of the Vice President, take such action, if any, as deemed advisable.

ARTICLE 8 - RETRAINING, CROSSOVER ASSIGNMENT, REASSIGNMENT, REDUCTION IN FORCE, AND RECALL

Section A. Determination: Reassignment and/or reduction in force, as determined by the College, may result from an underutilization of staff, program retrenchment, or financial exigency.

Section B. Utilization of Staff:

1) Annual Review: There shall be an annual review process conducted by the President or his designee to determine any anticipated problems, such as underutilization of staff, enrollment declines or other program difficulties. Areas within the College that anticipate growth and a need for additional faculty members will be indicated. Prior to notification, the appropriate division head and/or Vice President shall meet with the affected department to discuss anticipated problems.

2) Notification of Underutilization of Staff and/or Program
Retrenchment

a) Department Notice - At least two years in advance of the effective date of reassignment and/or reduction of faculty, the President shall notify in writing the chairperson of the Faculty Resources Committee and department affected, the appropriate division head and/or Vice President, and the president of the Faculty Association. The President or his designee shall meet with the chairperson of the Faculty Resources Committee and of the department affected to discuss appropriate utilization of the faculty.

b) Individual Notice - The effective date of layoff shall be August 31, and faculty affected shall be notified at least one full year in advance of the date of layoff.

Section C. Financial Exigency: If a layoff is anticipated due to a financial exigency, the President shall notify in writing the faculty members affected and the Faculty Association at least thirty (30) working days prior to the effective date of said layoff. The College and the Faculty Association will discuss possible ways of avoiding such

a layoff. Such discussions will not extend the effective date of layoff except by written agreement of both parties to this contract. The College shall first determine which nonpersonnel expenditures shall be curtailed before laying off faculty.

Section D. Identification: In the department affected, full-time faculty with the least seniority shall be the first to be reassigned or laid off.

Seniority shall be based upon the number of years of service from the initial date of full-time employment at the College, minus noncompensated leaves of one semester or more. In situations where two or more faculty members have the same number of years of service based on the above, the following criteria, in the order listed, shall be used to determine seniority:

- 1) Part-time employment prior to fulltime employment.
- 2) Adjunct employment prior to part-time or full-time employment.
- 3) Date of application for full-time employment.
- 4) Date of full-time appointment letter.

The College shall maintain a seniority listing of full-time faculty by department as determined from the above criteria.

Section E. Crossover Assignment:

- 1) Crossovers are encouraged by the various departments as an educationally effective means of maintaining educational standards and enabling the College to most effectively utilize existing faculty.

2) Crossover assignments will be possible when course offerings or job assignments are available because of resignation or retirement; when adjunct, part-time, or overload sections are currently offered by the departments; and when program expansion and/or enrollment increases are anticipated.

3) Faculty seeking crossover assignments in another department shall meet the required standards for the specific job assignment(s). These standards shall not exceed those which applied when current department members were hired. The department, upon request, shall convey to the faculty member its written standards and its position on the faculty member's qualifications in relation to these standards.

4) When a crossover assignment is part of a plan leading to reassignment and that plan has been approved by the appropriate Vice President, the Faculty Resources Committee, and the receiving department, the faculty member shall be eligible for the following assistance:

a) Use of tuition reimbursement funds, federal, state, local, or other funds which may become available for retraining purposes.

b) Release time up to the equivalent of twenty-five percent of the faculty member's normal workload for one academic year. Such release time may be utilized over a period of no more than two years.

c) Noncompensated leaves of absence for retraining purposes.

d) During a noncompensated leave of absence for retraining purposes and for a period of up to one year, the College shall continue the same fringe benefits program.

5) Faculty with crossover assignments maintain all rights and privileges in their original departments.

Section F. Reassignment:

1) Reassignment will be possible when departmental positions are available because of resignation or retirement; when adjunct, part-time, or overload sections are currently offered by the departments; and when program expansion and/or enrollment increases are anticipated. Faculty identified for reassignment or layoff shall be considered for reassignment only to departments that have or anticipate a need for additional faculty members.

2) Faculty seeking reassignment to another department shall meet the required standards for entrance into that department. These standards shall not exceed those which applied when current department members were hired. The department, upon request, shall convey to the faculty member, the Faculty Resources Committee, and the appropriate Vice President, its written standards and its position on the faculty member's qualifications in relation to these standards.

3) A faculty member identified for reassignment shall consult with the original department, the receiving department, the Faculty Resources Committee, and the appropriate Vice President in developing an acceptable retraining plan. The resulting plan shall be reviewed and approved by the receiving department, the Faculty Resources Committee, and the appropriate Vice President. Reassignment will take place on a date indicated in the approved plan providing the requirements of the plan have been met.

4) A faculty member whose retraining plan has been fully approved shall be eligible for the following assistance relative to retraining efforts:

a) Use of tuition reimbursement funds, federal, state, local, or other funds which may become available for retraining purposes.

b) Release time up to the equivalent of twenty-five percent of the faculty member's normal workload for one academic year. Such release time may be utilized over a period of no more than two years.

c) Noncompensated leave of absence for retraining purposes.

d) During a noncompensated leave of absence for retraining purposes and for a period of up to one year, the College shall continue the same fringe benefits program.

5) If a faculty member is reassigned to another department under the terms of this article, and a vacancy should occur in the former department, the faculty member shall have the right of first refusal to be reassigned back to the former department. In the event that two or more faculty members have been reassigned from the same former department, the right of first refusal will be given first to the faculty member with the most seniority.

Section G. Departmental Review: A faculty member who has been reassigned to another department under the terms of this article shall be subject to the following conditions:

1) The receiving department shall review the job performance of the reassigned faculty member at least once each semester (twice

each academic year), during a period not to exceed four semesters (two academic years).

2) The criteria to be used in this review process shall be the applicable parts of Article 6.00 (Promotion) in the Policies of the Board of Trustees.

3) The purpose of this review shall be to evaluate critically the faculty member's effectiveness in fulfilling new responsibilities and to offer assistance and advice on any aspects of the faculty member's performance in need of further attention and improvement. The accomplishments, strengths, and progress made by the faculty member will also be identified in the review. Upon the receipt of a positive review after the first, but no later than the fourth semester (second year), this special review process will terminate.

4) If the reviewing department is dissatisfied with the performance of the faculty member after reasonable efforts have been made to provide advice, guidance, and opportunities for retraining, the department shall refer the matter to the appropriate Vice President who shall make a recommendation to the President. This recommendation should be made no later than the end of the third semester (one and one-half years) of the review period.

5) The President, after reviewing the faculty member's performance, the circumstances involved, the recommendation of the department, and the recommendation of the appropriate Vice President, shall make a determination on the feasibility of retraining and/or reassignment of the faculty member to another position at the College. In the event the President does not recommend additional retraining or reassignment, the Board of Trustees and the Faculty Association shall

be notified and the Association may communicate its views prior to final action by the Board.

Section H. Recall: Recall may result because of an additional need for faculty, program reestablishment or growth, or the alleviation of financial exigency. A tenured faculty member who is laid off will retain seniority at the effective date of layoff for up to three (3) years. During that three-year period, the faculty member shall be notified of any professional vacancy in the College that the faculty member is then qualified to fill. Recall shall proceed according to the principles of seniority. Recalled faculty shall be reappointed at the same rank and employment status held at the time they were laid off. If the laid-off faculty member is not recalled within the three-year period, the faculty member's appointment and seniority shall automatically be terminated.

ARTICLE 9 - VACATION AND HOLIDAY LEAVE

Section A. Accumulation: Twelve (12) month nonteaching faculty shall be granted annual vacation leave of twenty-four (24) working days during each year of service within the college. This would be in addition to all college holidays.

Twelve (12) month and ten (10) month nonteaching faculty shall accumulate vacation leave at the rate of two working days per calendar month.

Leave may accumulate to forty (40) working days after which it ceases to accumulate.

Twelve (12) month teaching faculty shall be granted as vacation leave all academic holidays with the exception of their normal summer teaching assignments.

Vacation leave may be taken at such time as may be deemed appropriate by the faculty member's appropriate administrator. Faculty members terminating employment shall receive all accumulated vacation leave before the effective date of resignation.

Section B. All-College Holidays: All-College holidays are as follows: New Year's Day, Presidents' Day (third Monday in February), Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, the Day after Thanksgiving, and Christmas Day.

The Official College Calendar shall indicate those days on which all offices of the College are closed. Should a holiday fall on a Saturday, then the preceding Friday shall be observed as a holiday; should a holiday fall on a Sunday, then the following Monday shall be observed as a holiday.

Section C. Individuals Who Are Paid From Grants: Notwithstanding any other provision of this article, the annual accumulation for full-time individuals hired on or after September 1, 1982, and paid from grants shall be one and one-fourth ($1\frac{1}{4}$) days per month for a total accumulation of fifteen (15) days per year. This would be in addition to the all-college holidays.

ARTICLE 10 - SICK LEAVE

Section A. Authorization by College: Members of the faculty, other than persons having temporary appointments, shall earn sick leave at the rate of twelve (12) days per year. This leave will be credited at the rate of one (1) day per month. These credits become cumulative up to a maximum of two hundred (200) days. The unit of computation for sick leave credits shall not be less than one-half day. Sick leave constitutes absence for reasons of illness or injury, dental, optical or

medical appointments, quarantine regulations and serious illness in the immediate family or household requiring care and attendance by the employee or when through exposure to a contagious disease a physician certifies that the employee's presence at place of duty jeopardizes the health of others.

Immediate family includes parents, spouse, children, brother, sister, grandparents, grandchildren or any person who is an actual member of an employee's household. Charges against earned sick leave credits shall be made only when absence for illness occurs on a workday. Sick leave credits cannot be earned for periods of leave of absence without pay.

After completion of five (5) years of service, members of the faculty shall be granted, in addition to earned sick leave, up to a maximum of thirty (30) days of sick leave providing a certificate or affidavit provided by the attending physician showing the incapacity or inability of the member to perform duties is submitted to the college. Any of the 30 days that were not used as a result of this provision will be held in a separate "bank" to be used in the future. This provision is a contract grant of thirty (30) days sick leave and can be used as needed during an individual's employment at the College.

In addition, members of the faculty who have not accumulated the necessary sick leave credits may be granted by the President, a maximum of thirty (30) days advance sick leave which shall not be deducted from future accumulations of sick leave.

Section B. Sick Leave at Half-Pay: After all earned sick leave credits have been used, full-time faculty having continuing appointments may, upon the approval of the President, be granted sick

leave with one-half pay for a period of six months continuing from the expiration of the normal sick leave period.

Section C. Authorization by Board of Trustees: In unusual circumstances where undue hardship is evident, sick leave with half-pay, in addition to that already authorized in Section B may be granted by the Board upon the recommendation of the President.

Section D. Substitutes: Paid substitutes will be provided from the first day on a planned sick leave absence when advance notice is given. The Department Chairperson or Director shall immediately notify the appropriate Vice President when there is written notification from a physician at least one week in advance of sick leave absences for medical treatment (surgery, etc.). Paid substitutes may be provided for faculty on sick leave whenever, in the judgment of the respective department and the appropriate Vice President, such substitutes are necessary. Only where unforeseen sick leave necessitates coverage for one week or less, coverage shall be without compensation.

Section E. Reporting: When absence is necessary under the provisions of sick leave, the faculty member or person acting in his/her stead must notify the office of the appropriate Dean/Director or designee in a timely fashion so that adequate provision can be made to cover the absence. A standardized form will be developed for this reporting with a copy provided for the individual. Faculty members are expected to submit a signed statement monthly indicating the amount of leave taken during the period. The form for reporting leaves is attached as Appendix A. Failure to submit this form by the 15th of the following month will result in a loss of accumulated leave for that month. No accumulation will be recorded until the necessary forms

are completed to the current date. If the above procedure cannot be followed due to illness, appropriate credit will be given at the time the individual returns to work.

ARTICLE 11 - PARENTAL LEAVE

Section A. Notification of Pregnancy: A faculty member who is pregnant shall notify the appropriate department head and Vice President in writing of the desire to take leave, and shall give such notice as soon as possible. The faculty member shall provide the college with the attending physician's approval of the length of time said faculty member may remain at work. The faculty member may with the attending physician's approval continue in active employment as late as said approval indicates.

Section B. Charging of Leave: All or any portion of a leave taken by a pregnant faculty member because of, connected with, or resulting from said pregnancy may be charged to available vacation leave or sick leave in accordance with Articles 9 and 10.

Section C. Additional Leave: A faculty member shall be entitled upon request to additional unpaid leave to be taken up to one year after birth. Application shall be made according to the provisions of Article 18, (Other Leaves of Absence).

Section D. Child Rearing: A member of the faculty may be granted leave for child rearing in accordance with the guidelines established under Article 18, (Other Leaves of Absence).

Section E. Return from Leave: A faculty member on leave shall be treated in accordance with the provisions of Article 19 (Rights and Benefits of Faculty Members on Leave).

ARTICLE 12 - ADOPTION LEAVE

Section A. Leave: A member of the faculty who is adopting a minor child may be granted leave in accordance with the guidelines established under Article 18 (Other Leaves of Absence).

Section B. Return: A member of the faculty has the right to be reinstated in a position of equivalent pay within one year from the adoption date in accordance with the provisions of Article 19 (Rights and Benefits of Faculty Members on Leave).

ARTICLE 13 - LEAVE FOR PROFESSIONAL ADVANCEMENT FOR THE
BENEFIT OF THE COLLEGE

Section A. Policy: A restricted number of leaves for professional advancement may be made available to members of the faculty who meet the requirements set forth. The objective of such leave is to increase each person's value to the College in relation to the Annual College Goals and thereby improve and enrich its program. Such leave shall not be regarded as a reward for service nor as a vacation or rest period occurring automatically at stated intervals.

Section B. Purpose: Leaves for professional advancement shall be granted for study, formal education, research, writing, or other experience of professional value.

Section C. Eligibility: Members of the faculty having continuing appointments, who have completed at least six years of service within the College, or who, if they previously have had a leave for professional advancement, or sabbatical leave and have completed at least six years of service within the college from the date of return from their last leave, shall be eligible for leave for professional advancement.

Section D. Terms and Conditions: Leaves for professional advancement may be granted for periods of one year at rates not to exceed one-half salary or for periods of one-half year at rates not to exceed full salary. Members of the faculty on leave for professional advancement may, with the prior approval of the President, accept fellowships, grants-in-aid or earned income to assist in accomplishing the purpose of their leaves. In such cases, the President may adjust the leave for professional advancement salaries to reflect such income, either prior to or during the periods of such leave, so that total compensation shall not exceed the total gross income of the individual for the period if said individual was not placed on the leave for professional advancement.

Section E. Applications: Applications for leaves for professional advancement shall be submitted to the appropriate Vice President and to the elected faculty Ad Hoc Committee on Leaves for Professional Advancement as early as possible, usually about the first of January but in no event later than March 1. Each application shall include a statement outlining the program to be followed while on leave, indicating any prospective supplementary income and stating that the applicant intends to continue as a member of the faculty for at least one year of service upon return from the leave, and will also submit a comprehensive leave for professional advancement report to the President within three months from the date of return.

Section F. Procedures: Applications are to be presented to the appropriate Vice President with a copy of the application given to the elected faculty Ad Hoc Committee on Leaves for Professional Advancement. The faculty Ad Hoc Committee will then review the

applications and make its recommendations to the President of the College. The Vice Presidents then recommend to the President the number of faculty who should be granted leave. The final recommendation to the Board of Trustees will be made by the President, in consideration of the above recommendations and the financial position of the College.

Section G. Approval: The Board may grant such leaves for professional advancement as it deems appropriate, upon the recommendation of the President.

Section H. Substitutes: During the absence on leave for professional advancement of members of the faculty, the President shall make appropriate arrangements for carrying on the activities of the college with due regard to the reasonable workload of other members of the faculty. Persons on leave shall not be required or permitted to contribute toward the salary of substitutes during their absence.

ARTICLE 14 - BEREAVEMENT LEAVE

In the event of death in the immediate family, a faculty member shall be eligible for four (4) working days with pay. "Immediate family" shall include mother, father, mother-in-law, father-in-law, spouse, child, brother, sister, grandparents, grandchildren, or any other individual who is an actual member of the faculty member's household. Normally said absence is to be reported to the appropriate Vice President on the first day.

ARTICLE 15 - PERSONAL LEAVE

Each ten (10) month faculty member and twelve (12) month teaching faculty member will receive three (3) Personal Leave days per fiscal year to be used for personal business. Each twelve (12) month nonteaching faculty member will receive four (4) Personal Leave days per fiscal year.

Personal Leave days will not accumulate from year to year. Such leave must have the approval in advance by the appropriate administrative person. Unused Personal Leave days will be added to the person's sick leave bank at the end of the year.

ARTICLE 16 - LEAVE FOR JURY DUTY, COURT ATTENDANCE, OR OFFICIAL HEARING

On proof of the necessity of jury duty, attending court, or official hearing pursuant to subpoena or other order of the court, any faculty member shall be granted a paid leave of absence. The appropriate administrative person shall be notified in advance by said faculty member requesting such leave.

Upon notification to serve jury duty, the individual will advise the appropriate Vice President. In order to best accommodate the individual's work schedule, the College will seek a deferment. Substitutes for faculty on leave for jury duty shall be paid from the first day.

Any faculty member who takes jury duty leave shall remit to the College all remuneration received for jury duty less parking and mileage fee reimbursement during the period of leave.

ARTICLE 17 - MILITARY DUTY

Any faculty member who is required to render ordered military duty shall be granted a leave of absence as authorized under the laws of the State of New York (Section 242 of the Military Law). The time allowed for such military leave shall be reported to the appropriate authorities in conformance with the prescribed regulations.

ARTICLE 18 - OTHER LEAVES OF ABSENCE

Section A. Application: Applications for leaves of absence, without salary, shall be made to the President. Each such application shall include a statement of the purpose for which the leave is requested, its anticipated duration, and its value to the applicant or the college.

Section B. Approval: The President may grant members of the faculty, other than persons having temporary appointments, other leaves of absence, without salary, not to exceed a total of three (3) months during each year of service. The Board, after receiving the recommendation of the President, may grant such persons leaves of absence, without salary, for a period not to exceed a total of six (6) months during each year of service. The Board of Trustees, upon receiving the recommendation of the President, may grant such persons leaves of absence without salary for any period beyond six (6) months.

Section C. Notification: The College shall notify applicants for such leave in a timely fashion.

ARTICLE 19 - RIGHTS AND BENEFITS OF FACULTY MEMBERS ON
LEAVE

Section A. Faculty members on noncompensated leave for professional advancement shall upon their return begin receiving compensation and advancement of seniority as though they had been employed by the College during such leave. Faculty members on noncompensated leave receive no economic fringe benefits paid by the College while on leave. Arrangements may be made by the individual to maintain health insurance, life insurance, and disability insurance at the expense of the individual while on leave. While on compensated leave faculty members shall continue to receive the benefits and protection of this contract.

Section B. Notwithstanding anything contained in this article, no leaves of absence shall be deemed to extend the terms of members of the faculty having term appointments, and all leaves of absence shall, in any event, terminate upon the expiration of such terms.

Section C. Faculty members on noncompensated nonprofessional leave shall be reinstated at the rank and seniority held at the time of their departure. The salary for a returning faculty member will be computed by using the base salary previously paid plus the raise for the year in which the person returns.

ARTICLE 20 - HEALTH INSURANCE

Section A. Basic Plan: All faculty shall be entitled to membership in the Blue Cross/Blue Shield Rochester Plan including the Blue Million Preferred Program, Maternity Rider, and the Dependent Student Rider to Age 23.

Until August 31, 1985, the College will pay the full cost of the Blue Cross/Blue Shield Rochester Plan including the Blue Million Preferred Program, Maternity Rider, and Dependent Student Rider to Age 23. From September 1, 1985, through August 31, 1986 any rate increases will be shared 75% by the College and 25% by the individual. Any rate increases on or after September 1, 1986, will be shared equally by the individual and the College.

Section B. Alternative Health Care Plan: Faculty members covered by this Agreement shall be given the opportunity to participate in the Genesee Valley Group Health Association, Preferred Care Plan, or Rochester Health Network. If an individual chooses to participate in either of these plans, the College will pay a portion of the cost of these plans in exactly the same amount as is paid to the individual participating in the Basic Plan. The additional costs shall be paid by the individual through payroll deductions.

Section C. Health Insurance Coverage for Retired Faculty: (See Article 26, Section F).

ARTICLE 21 - DENTAL INSURANCE

All full-time faculty shall be eligible to enroll in the Blue Cross/Blue Shield modified Smile Saver II Program. This program includes 70% for Class II, (Basic Restorative), 70% for Class III (Major Restorative), and 50% for Class IV (Orthodontic) services. This coverage applies to the Blue Cross/Blue Shield Schedule of Allowances.

The program shall be effective on or after September 1, 1985, and the College shall contribute the following:

Beginning September 1, 1985 - 75% of the premium

Beginning September 1, 1986 - 100% of the premium

Blue Cross/Blue Shield minimum enrollment requirements must be met.

ARTICLE 22 - LIFE INSURANCE

All full-time faculty up to age 65 shall be entitled to membership in The Phoenix Life Insurance Company Program. The College reserves the right to change insurance carriers as long as comparable benefits are provided. This program consists of an amount of insurance equal to two and one-half times the annual salary to a maximum of \$250,000. Any faculty member electing to participate in this program shall have 50 percent of this premium paid by the College.

If available through the carrier, individual faculty members may add an additional 1½ times their annual salary at their own expense.

ARTICLE 23 - DISABILITY INSURANCE

All faculty of the College shall be eligible for membership in the Teachers Insurance and Annuity Association (TIAA) College Group Disability Program. The total disability insurance program includes a monthly waiver benefit which provides for payment of retirement premiums while the individual is receiving disability benefits. For new faculty members of the College there is a one-year waiting period for actual enrollment. This program, subject to a six-month waiting period by the enrolled faculty member, provides 60 percent of the basic monthly salary to a maximum monthly income benefit of \$3000.

The above benefits are reduced by any Social Security payments or disability payments payable under New York State Teachers Retirement System or New York State Employees' Retirement System.

The disability insurance program shall contain the TIAA 3% escalator clause. Any faculty member electing to participate in this program shall have 50 percent of this premium paid by the College.

ARTICLE 24 - NEGLIGENCE INSURANCE

The College agrees to provide negligence insurance protection including protection for the faculty member against malpractice, products liability, and corporal punishment. The amount of this protection is \$10,000,000.

ARTICLE 25 - TUITION REIMBURSEMENT

The College agrees to budget the amount of \$12,100 the first year, the amount of \$13,100 the second year, and the amount of \$14,100 the third year of this contract for tuition reimbursement. This reimbursement is available only for courses at duly accredited colleges and universities.

The amount of tuition reimbursement shall be prorated at the end of the year with a maximum of \$500 per year per individual and the total not to exceed each year's maximum budget amount. The administration of requests for tuition reimbursement shall be the responsibility of the committee for tuition reimbursement which will act under guidelines established by the Academic Governance Organization.

ARTICLE 26 - RETIREMENT

Section A. Membership in Retirement Programs: Members of the faculty, other than persons having temporary appointments, may if eligible become members of any one of the following systems: New York State Employees Retirement System, New York State Teachers Retirement System, or Teachers Insurance and Annuity Association (TIAA) and College Retirement Equities Fund (CREF).

In accordance with New York State regulations, a faculty member not electing a system within thirty (30) days of the faculty member's eligibility date will automatically become eligible only for the New York State Teachers Retirement System. The retirement program shall be fully paid by the College to the extent permitted by law.

Section B. Mandatory Retirement: Continuing appointments shall terminate on August 31 next succeeding the seventieth (70) birthday of the faculty member on continuing appointment.

Section C. Voluntary Retirement: Members of the faculty who wish to retire at an age earlier than seventy (70) under the provisions of the retirement systems of which they are members, shall prior to applying for such retirement, notify the President with respect to the effective date of such retirement.

Section D. Emeritus Status: Members of the faculty, other than those having temporary appointments, who retire because of age in accordance with provisions of Section B or Section C, or who are retired because of incapacity in accordance with the provisions of Article 7, Section C of this Agreement may be granted emeritus their professional rank as of the time of their retirement by action of the Board of Trustees acting upon the recommendations of the department involved and the President.

Professional rank emeritus shall carry with it such of the following privileges as are relevant and possible; use of the library, recreational and study facilities, use of office and laboratory space, eligibility for research grants, and representation of the college in professional groups, Academic Governance Organization, college mailing address, secretarial help, faculty dining privileges, and participation in convocations and academic processions.

Section E. Application of Unused Sick Leave: All members, except members of the New York State Teachers Retirement System, are granted application of unused sick leave as additional service credited towards their retirement program, (not to be paid in cash to the individual) upon retirement up to a total of 200 days.

Section F. Health Insurance Coverage for Retired Faculty: For those retired faculty with fifteen (15) or more years of full-time service or for those retired faculty with a minimum of 12 years full-time service who have reached age 65 at the time of retirement, the College agrees to provide fully paid Blue Cross/Blue Shield coverage. For those faculty who are eligible for Medicare, the College agrees to provide the Rochester Blue Cross/Blue Shield Supplemental Plan which increases their coverage to that approximating the non-Medicare faculty.

As in the past, the Board may grant the above benefit to a retiree with less than fifteen (15) years of service.

ARTICLE 27 - INSURANCE ANNUITY REDUCTION

The College agrees to make available payroll reductions for deferred annuities through AETNA Insurance Company, Travelers Insurance Company, Teachers Insurance and Annuity Association, and Templeton World Fund, Inc.

ARTICLE 28 - SAVINGS AND CREDIT UNION

The College will provide payroll deduction services for the Rochester and Monroe County Employees Federal Credit Union.

ARTICLE 29 - ONE-CHECK PAYROLL DEPOSIT

The College will continue to provide a one-check payroll deposit plan during the life of this contract.

ARTICLE 30 - FACULTY ASSOCIATION OFFICE

The College agrees to provide an office, if possible centrally located, and a desk, chair, telephone, file cabinet, and a typewriter for the Faculty Association. The Association agrees to pay the cost of the telephone trunk line, local calls, tie line calls and long distance calls.

ARTICLE 31 - ADJUNCT FACULTY:

Section A. Purpose and Implementation: This article and this article alone will contain the benefits, working conditions, and salary for Adjunct Faculty. The purpose of this article is to recognize the contributions of adjunct faculty, to attract and maintain a high calibre of adjunct staff, and to ensure the continued quality of education at Monroe Community College. Both parties agree that nothing in the article shall be the basis for discrimination for reason of age, race, color, religion, sex, national origin, marital status or physical disability.

Section B. Professional Working Conditions:

- 1) Office Space and Integration into the Professional and Intellectual Life of the College: A committee consisting of three College and three Faculty Association appointees shall periodically make recommendations on ways to provide office space for the use of part-time and adjunct faculty to integrate adjunct and part-time faculty into the intellectual and professional life of the College.
- 2) Mailfolder Locations: All adjunct faculty will have a mailfolder in the central mailroom and will be provided appropriate mail service (via central mailfolders, departmental mailfolders, postal service, etc.) by their individual departments.
- 3) Listing in the College Directory and Bulletin: All adjunct faculty shall have an opportunity to be included and listed as such in the College Directory. After four (4) cumulative semesters of employment, adjunct faculty shall have an opportunity to also be listed in the College Bulletin if they request such listing.
- 4) Orientation - College and Departmental: A college-wide orientation for all new adjunct faculty will be provided each semester. Additionally, department orientations shall also be held at the beginning of each semester for adjunct faculty.
- 5) Announcements: When a full-time vacancy occurs, adjunct faculty shall be notified by an announcement which will be posted in the Mail Room.

SECTION C. Assignment of Available Courses: Departments are responsible for developing and implementing procedures for assigning available courses to adjuncts. These procedures must, of course, be consistent with general College policies (on Affirmative Action, etc.) After full-time faculty have satisfied their base load and after the overload requirements of full-time faculty are met, the balance of the courses will be staffed by part-time or adjunct faculty. Among criteria to be considered are: credentials, relevant professional experience, relevant community involvement, teaching evaluations, number of semesters taught and specific course experience. The Office of the Vice President of Academic Affairs or designee shall annually provide two months prior to the beginning of the fall semester an updated list of the courses taught, when taught, and the number of times taught by an adjunct. Departmental procedures must facilitate the process for the timely appointment and employment of adjunct faculty.

Section D. Compensation:

<u>Rank</u>	<u>Amount per Contact Hour</u> <u>Per Semester</u>		
	<u>1984-85*</u>	<u>1985-86</u>	<u>1986-87</u>
Adjunct Instructor	\$ 350	\$ 376	\$ 399
Adjunct Assistant Professor	395	421	446
Adjunct Associate Professor	445	471	499
Adjunct Professor	520	546	579

*Effective 11/1/84, 3/5 raise shall apply for Fall 1984.

Section E. Benefits: Adjunct faculty shall be covered by negligence insurance in the same amount as full-time faculty; and to the extent required by law - worker's compensation, unemployment benefits, and retirement programs.

Section F. Academic Freedom: Academic freedom applies to adjunct faculty.

Section G. Application: The following articles of the contractual agreement shall apply to adjunct faculty:

Article 1 - Definitions, Sections B, C, D, and E.

Article 3 - Recognition, Sections A(1), C, D and E

Article 4 - Governance, Section B

Article 6 - Faculty Personnel Records

Article 24 - Negligence Insurance

Article 27 - Insurance Annuity Reduction

Article 28 - Savings and Credit Union

Article 29 - One-check Payroll Deposit

Article 31 - Adjunct Faculty

Article 36 - Reduced Teaching or Workload

Article 37 - Individual Agreements

Article 38 - Contract Legality

Article 39 - Contract Administration

Article 40 - Contract Printing and Distribution

Article 41 - Rights of the Board of Trustees

Article 43 - Grievance Procedures

Article 51 - Final Provisions

ARTICLE 32 - PLANNING OF FUTURE BUILDINGS AND MODIFICATION
OF PRESENT BUILDINGS

In formulating the designs and plans for the construction of new buildings and/or the material alteration of existing College facilities, the Board, and the administration and the architect will consult with the particular departments concerned with such change.

ARTICLE 33 - PARKING

The College shall provide cost-free reserved parking facilities for the faculty and staff in the administrative loop and parking lots A-1, A-2, B-7, and B-8.

ARTICLE 34 - INVOLVEMENT IN THE ANNUAL COLLEGE BUDGET

At the request of either party it is agreed that the Faculty Association Budget Committee shall meet with the President or a designee to discuss and exchange ideas and advice on matters relating to the budget.

ARTICLE 35 - ANNUAL COLLEGE BUDGET

Copies of the official annual College budget shall be made available upon the request of any faculty member.

ARTICLE 36 - REDUCED TEACHING OR WORKLOAD

The President of the Faculty Association and, during any year in which negotiations are conducted for a complete successor agreement, the negotiating team, will be granted special consideration in the way of workload reduction. As an example, mini negotiations shall be specifically excluded from workload reduction consideration.

For the purpose of this Article, the negotiating teams shall consist of no more than four (4) members including the Chief Negotiator.

ARTICLE 37 - INDIVIDUAL AGREEMENTS

Any individual agreement or contract between the College and any faculty member shall be subject to and consistent with the terms and conditions of this Agreement.

ARTICLE 38 - CONTRACT LEGALITY

If any provision of this Agreement is held to be contrary to law, then such provision will be termed valid only to the extent permitted by law, but all other provisions of this Agreement will continue in full force and effect.

ARTICLE 39 - CONTRACT ADMINISTRATION

A designated representative of the President of the College and of the Faculty Association shall meet on a regular basis to advise in the areas of official work rules, policies, directives, procedures, and practices of custom that are consistent with the terms and conditions of this contract and statutory law. All opinions rendered by such individuals shall be considered advisory.

ARTICLE 40 - CONTRACT PRINTING AND DISTRIBUTION

Copies of the Agreement shall be printed at the expense of the College and distributed to all faculty members represented by the Faculty Association.

ARTICLE 41 - RIGHTS OF THE BOARD OF TRUSTEES

The Board of Trustees of Monroe Community College, on their own behalf and on behalf of the President of the College, hereby retain and reserve unto themselves all rights, powers, authority, duties and responsibilities conferred upon and vested in them by the laws of the State of New York and the laws of the United States.

The exercise of these rights, powers, authority, duties and responsibilities by the Board and President and the adoption of such rules, regulations and policies as they may deem necessary shall be limited only by the specific and express terms of this Agreement.

ARTICLE 42 - BOARD OF TRUSTEES' POLICY MANUAL

Section A. If there are procedures concerning terms and conditions of employment outlined in the Board of Trustees' Policy Manual and these procedures are not followed, then the violation of these procedures is subject to the grievance procedures outlined in this Agreement. Changes, additions or amendments to the Board of Trustees Policy Manual may be initiated by the appropriate Academic Governance Organization committee and implemented upon approval by the President and the Board of Trustees. If the President disagrees with a change in procedures forwarded by the Academic Governance Organization, then the President or a designee shall indicate the reasons for disagreement and shall discuss those reasons with the appropriate Academic Governance Organization Committee.

Section B. If the President or the Board of Trustees initiates any change in the present Policy Manual, the proposed change shall be forwarded to the Academic Governance Organization for its views. The

Academic Governance Organization shall receive notice of the proposed change twenty (20) working days in advance of the effective day when classes are in session and thirty (30) working days in advance when classes are not in session.

Section C. In any case where policies require notice to the Academic Governance Organization notice shall also be sent to the Faculty Association.

ARTICLE 43 - GRIEVANCE PROCEDURES

Section A. Declaration of Policy:

1) The term "grievance" as used herein shall mean any complaint by any person covered by this Agreement, the College or the Faculty Association on its own behalf that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement.

2) This contract shall not provide for the handling of alleged grievances which occurred prior to the signing of this contract nor shall it prejudice in any way any of the other rights which said faculty member or members have at their disposal.

3) Grievances shall follow the procedures outlined in Section B below. The termination of employment by the College shall not be the subject of a grievance. This does not deny to any member existing rights under Article 7 (Termination) of this Agreement.

4) Every person or group of persons covered by this Agreement shall have the right to present grievances in accordance with the appropriate procedures. Grievances must be initiated in writing within twenty-five (25) working days after a person or group actually knew of the act or condition on which the grievance is based.

5) Every person or organization who has the right to bring a grievance hereunder has the right to be represented at all stages thereof by any representative of the person's choice, except that, if the Faculty Association is not chosen as the representative of the grievant, it shall have the right to have a representative present at each stage of the grievance procedure, which representative may participate to the extent of presenting the position of the Faculty Association.

6) In any instance where the Faculty Association is not represented in the grievance procedures, the administrator making the decision will notify the Faculty Association in writing of the resolution of the grievance at each level. The Faculty Association may appeal any grievance which seems either to violate any term of the contract or to affect working conditions of the employees in the bargaining unit.

7) The failure of an administrator at any level to communicate a decision to the grievant within the proper time limit shall permit the grievant to proceed to the next stage of the grievance procedure.

8) The failure of a person or the Faculty Association to appeal a grievance to the next higher stage within the proper time limits shall constitute a withdrawal and shall bar further action on the grievance.

9) Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all interested parties to attend. Said hearings shall be scheduled when possible to avoid interference with class schedules. When such hearings and conferences are held during class or working

hours, all persons whose presence is required shall be excused for that purpose without loss of payment from Monroe Community College.

Section B. General Procedures: All grievances shall be presented and adjusted in the following manner:

1) Step One - All grievances shall, whenever possible, be discussed first between the grievant and the grievant's supervisor (e.g. Department Chairperson, Director) in an informal and face-to-face contact to attempt in good faith to resolve the difference between them without invoking the steps as hereinafter set forth.

2) Step Two - The grievant, or the grievant's representative, shall formally initiate the grievance by presenting it in writing to the immediate administrative person who shall have authority to render a decision disposing of the grievance. If such grievance is not satisfactorily resolved at Step Two within six (6) working days, the administrator's decision shall be communicated in writing to the grievant and to the grievant's representative before the end of the seventh (7) working day after the grievance has been presented.

3) Step Three - If the grievance has not been resolved at Step Two, the grievant or Faculty Association may appeal the decision to the President* of Monroe Community College within ten (10) working

*The term President as used herein shall mean in the absence of the President of the College, the Acting President.

days after receiving second step disposition. The President's decision shall be communicated in writing together with the supporting reasons to the grievant, the grievant's representative and/or to the Faculty Association within fifteen (15) working days after being received by the President.

4) Step Four - If a grievance has not been resolved at the conclusion of Step Three, it may be appealed to arbitration pursuant to written notice filed with the President within fifteen (15) working days after receipt by the grievant and the grievant's representative of the decision rendered by the President. The arbitrator shall be selected by the parties from a list of arbitrators submitted in accordance with the rules of the American Arbitration Association. The arbitrator's decision shall be in writing and shall set forth findings of fact, conclusions, and order which shall be binding on all parties. The arbitrator shall not have authority to add to, subtract from or modify the express provisions of this Agreement or any provisions incorporated by reference herein. The cost of arbitration, including the fees and expenses of the arbitrator, shall be shared equally by the parties. In the event that the Faculty Association does not represent the individual in a grievance action taken to arbitration, the cost and expenses will be shared equally by the grievant and the College.

Section C. Procedure for College Grievances:

1) The College shall have the right to initiate a grievance. This grievance shall be initiated within twenty-five (25) working days after the College actually knew of the act or condition upon which the grievance is based.

2) Step One - All grievances shall be discussed first in an informal and face-to-face contact, between a representative of the College designated by the President and a representative of the Faculty Association designated by the President of the Faculty Association, to attempt in good faith to resolve the differences between them without involving the steps as hereinafter set forth.

3) Step Two - If the grievance is not settled through discussion, the College shall formally initiate its grievance by presenting it in writing to the President of the Faculty Association. The final determination at Step Two of the grievance shall be made by the President of the Faculty Association. The President of the Faculty Association shall communicate the position of the Faculty Association in writing to the President of the College within fifteen (15) working days.

4) Step Three - If the College grievance has not been resolved at the conclusion of Step Two, it may be appealed to arbitration pursuant to written notice filed with the President of the Faculty Association within fifteen (15) working days after receipt by the College of the position decided by the Faculty Association. The arbitrator shall be selected by the parties from a list of arbitrators submitted in accordance with the rules of the American Arbitration Association. The arbitrator's decision shall be in writing and shall set forth findings of fact, conclusions and order which shall be binding on all parties. The arbitrator shall not have authority to add to, subtract from, or modify the express provisions of this agreement or any provisions incorporated by reference herein. The cost of arbitration, including the fees and expenses of the arbitrator, shall be shared equally by the parties.

ARTICLE 44 - COMPENSATION

Section A. Faculty Salary: The annual base salary of all full-time faculty shall be increased as follows:

	<u>Ten-Month</u>	<u>Twelve-Month</u>
11/1/84 - 8/31/85	0.850% of base salary + \$1,200	0.85% of base salary + \$1,440
9/1/85 - 8/31/86	1.550% of base salary + \$1,200	1.550% of base salary + \$1,440
9/1/86 - 8/31/87	2.254% of base salary + \$1,200	2.254% of base salary + \$1,440

Section B. Paraprofessional Salaries. Technical Assistant and Advisor:

	<u>Ten-Month</u>	<u>Twelve-Month</u>
11/1/84 - 8/31/85	0.850% of base salary + \$930	0.85% of base salary + \$1,120
9/1/85 - 8/31/86	1.550% of base salary + \$930	1.550% of base salary + \$1,120
9/1/86 - 8/31/87	2.254% of base salary + \$930	2.254% of base salary + \$1,120

Section C. Ranges: The following salary ranges shall apply:

TEN-MONTH	<u>Entry Level</u>			<u>Maximum Salary</u>		
	<u>84/85</u>	<u>85/86</u>	<u>86/87</u>	<u>84/85</u>	<u>85/86</u>	<u>86/87</u>
Technical Assistant and Advisor	\$ 9,730	\$10,120	\$10,525	\$21,425	\$22,280	\$23,170
Instructor	16,045	16,685	17,350	25,565	26,590	27,650
Assistant Professor	17,595	18,300	19,030	36,070	37,515	39,015
Associate Professor	20,183	20,990	21,829	42,435	44,132	45,898
Professor	23,290	24,220	25,190	46,885	48,760	50,710

TWELVE-MONTH	Entry Level			Maximum Salary		
	<u>84/85</u>	<u>85/86</u>	<u>86/87</u>	<u>84/85</u>	<u>85/86</u>	<u>86/87</u>
Technical Assistant and Advisor	\$12,110	\$12,595	\$13,100	\$22,197	\$23,824	\$25,487
Instructor	17,595	18,300	19,030	26,487	28,429	30,415
Assistant Professor	19,355	20,130	20,935	37,371	40,117	42,917
Associate Professor	22,045	22,925	23,845	43,965	47,190	50,490
Professor	25,460	26,480	27,540	48,575	52,140	55,781
Bursar	19,355	20,130	20,935	37,371	40,117	42,917
Assistant Controller	19,355	20,130	20,935	37,371	40,117	42,917
Assistant Director	19,355	20,130	20,935	37,371	40,117	42,917
Associate Director	22,045	22,925	23,845	43,965	47,190	50,490
Director	25,460	26,480	27,540	48,575	52,140	55,781

Section D. Method of Payment: Faculty on ten-month contract shall have the option to elect either a ten-month or twelve-month method of payment. Faculty members may make only one election for the year and must make this election before August 15 for the following academic year.

Section E. Overload Compensation: Faculty teaching an overload will be compensated as follows:

- 1) An individual's overload compensation shall be limited to no more than 14% of the midpoint of the salary range for the appropriate academic rank per semester.

	<u>Amount per Contact Hour</u> <u>Per Semester</u>		
2). <u>Rank</u>	<u>1984-85*</u>	<u>1985-86</u>	<u>1986-87</u>
Instructor	\$ 350	\$ 376	\$ 399
Assistant Professor	395	421	446
Associate Professor	445	471	499
Professor	520	546	579

*Effective 11/1/84, 3/5 raise shall apply for Fall 1984.

Section F. Other Professional Work: Ten-month faculty members working in a professional capacity and extended beyond their ten-month contract will be compensated at the rate of 10% per month of their current ten-month contract salary.

Section G. Nonprofessional Work: A faculty member working in a nonprofessional capacity will be compensated on an individually determined basis exclusive of this contract.

Section H. Department Chairperson Supplement: \$750 Annual.

Section I. Community Service Courses: Compensation for community services courses shall be determined between the individual and the College exclusive of this contract.

Section J. Promotion Recognition: For each year of this agreement, any full-time faculty member who is promoted shall receive a one-time stipend of \$500 in the year in which the promotion becomes effective.

ARTICLE 45 - DEPARTMENT TEACHING LOADS

Departmental teaching loads shall remain the same as those required for the 1978/79 academic year as indicated by the departmental onload faculty teaching assignment inventory forms which originate in the office of the Vice President of Academic Affairs.

Up to 18 contact hours of adjustments in Department Chairpersons' teaching load may be made during the life of this contract by the Vice President of Academic Affairs. No more than three contact hours of load reduction may be removed from any one chairperson.

If a department has an increase in onload teaching as a result of this article and this increase also results in the department qualifying for a soft department notification, then no such notification shall occur for the length of this contract. If, without the increase, however, the department would have qualified for a soft department notification, then the fact that the workload of the department was raised in accordance with this article shall not prevent the department from receiving a soft department notification.

During the registration period, departments shall meet on a regular basis with the Vice President of Academic Affairs or a designee to consult about adjustments in the Master Schedule and to avoid problems connected with untimely course cancellations.

Upon mutual agreement between the department and Academic Affairs, class sizes in the master schedule may be selectively adjusted up 15 percent to accommodate student scheduling requirements. Class sizes which have been adjusted upwards shall be credited toward teaching load on the basis of: 20 student contact hours = 1 faculty contact hour. The computation of student contact hours shall be made at the end of the third week of classes.

No full-time faculty member shall be required to teach evening classes as part of a full-time teaching load unless a full-time teaching load is not available during the day in the department. A teaching obligation shall not extend beyond the normal academic year.

Full-time teaching faculty shall have opportunities to fulfill their teaching obligation days, evenings, weekends, summers and through College-sponsored Community Services Courses. An overload teaching assignment may consist of only part of a particular course or section, thus allowing a course to be taught partially as overload.

Full-time faculty shall maintain each semester five (5) office hours per week scheduled for the convenience of the students.

Efforts shall be made to have at least a six-month lead time for departments to plan the master schedule. The Vice President for Academic Affairs may lower load requirements to account for special projects, courses, etc. assigned by the department or College.

Every effort shall be made to schedule each faculty member's teaching load within a six-hour period on any one day, except where the faculty member may request or agree in writing to an extended schedule.

ARTICLE 46 - OFF-CAMPUS EXPENSE

For approved travel, the College will reimburse twenty-one cents (\$.21) per mile for use of personal car in accordance with the College travel rules. The College will also reimburse for paid parking expense in accordance with the above mentioned rules.

ARTICLE 47 - TUITION WAIVER

The College shall provide a tuition waiver program for all full-time faculty, their spouses, dependent children and dependent stepchildren. The waiver of tuition shall be limited to a total budget amount of \$30,000 the first year of the contract, \$40,000 the second year of the contract, and \$50,000 the third year of the contract. If any of the above limits are exceeded in any one year, this benefit shall be prorated with the individual responsible for the balance. This balance must be paid immediately, or arrangements may be made with the Personnel Office for payroll deduction.

In a class section where tuition waiver students are enrolled, the College will, where facilities permit, increase the class size above the maximum by a number equivalent to the number of tuition waiver students enrolled in that class section. In no case shall a particular class be increased because of this article by more than three students without the faculty member's approval.

All normal registration procedures will apply to individuals utilizing this benefit except that application for this benefit must be made to the Personnel Office and received at least five weeks prior to the start of classes.

ARTICLE 48 - EARLY RETIREMENT

Section A. In consideration of the one-time irrevocable written notice to retire early, a faculty member who has reached 55 years of age and will have at least 16 years of full-time service as of August 31 preceding the effective date of retirement will receive a one-time retirement incentive equal to 50% of his/her base salary. Additionally, the following benefits shall apply:

1) Health Insurance: The same health insurance benefit shall be available as is available to the full-time professional staff under the contractual agreement. The same rate of College contribution shall be provided.

2) Life Insurance: An early retiree may continue the current life insurance program in effect at the College. The amount of insurance will be based on the individual's base salary at the time of retirement. The same rate of College contribution shall be provided.

3) Application of Unused Sick Leave: Retirees shall be permitted to apply unused sick leave toward their retirement program consistent with the extent permitted by the individual retirement program. This benefit is not meant to be paid in cash to the faculty member.

4) Part-time Assignments: Faculty who have opted for early retirement may receive part-time or adjunct assignments. Normal assignment procedures would be observed in determining the availability of these assignments.

Section B. Application: Faculty electing to exercise this early retirement agreement effective with the end of the 1984-85 academic year must notify the Personnel Office in writing by February 15, 1985. Faculty electing to exercise this early retirement agreement effective with the end of the 1985-86 academic year, must notify the Personnel Office in writing by February 15, 1986. Faculty electing to exercise this early retirement agreement effective with the end of the 1986-87 academic year must notify the Personnel Office by February 15, 1987.

Section C. Privileges: Early retirement status shall carry with it each of the following privileges: use of the library, recreational and study facilities, faculty dining privileges, and college parking. The Board of Trustees may at their option grant emeritus rank in accordance with Article 26 of agreement.

ARTICLE 49 - PART-TIME FACULTY

Section A. Purpose and Implementation: This article and this article alone will contain the benefits, working conditions, and salary for part-time faculty. The purpose of this article is to recognize the contributions of part-time faculty, to attract and maintain a high calibre of part-time faculty, and to ensure the continued quality of education at Monroe Community College. Both parties agree that nothing in the article shall be the basis for discrimination for reason of age, race, color, religion, sex, national origin, marital status, or physical disability.

Section B. Responsibilities and Definitions:

1) Teaching Faculty: Part-time teaching faculty will be defined as those faculty teaching less than a full departmental workload, hired for more than one semester and hired to perform the full range of responsibilities (committee work, participation in all departmental responsibilities and duties - such as advisement, etc.), that would be expected of a full-time teaching faculty member.

2) Nonteaching Faculty: Part-time, nonteaching faculty will be defined as part-time when they have been appointed to work at least 910 hours annually.

Section C. Appointments:

1) When a full-time vacancy occurs in the department in which the part-time faculty member is currently employed, a part-time faculty member, if qualified in accordance with the advertised requirements of the position, should be notified of the vacancy and shall be given a job interview if that person applies for the position.

Section D. Rank and Promotion: Part-time faculty shall be eligible for promotion.

Section E. Compensation: Part-time salaries shall be increased as follows:

November 1, 1984	5%
September 1, 1985	5½%
September 1, 1986	6%

Section F. Benefits: Part-time nonteaching faculty appointed to work at least 910 hours annually and all part-time teaching faculty will have Blue Cross/Blue Shield coverage made available to them unless they already have comparable coverage. The College will pay 50% of the current premium for this coverage. Additionally, two days of paid sick leave (one for the Fall and one for the Spring Semester) can be taken each year.

Section G. Application: The following articles of the contractual agreement shall apply to part-time faculty:

- Article 1 - Definitions, Section B, C, D, and E
- Article 3 - Recognition, Sections A (1), C, D, and E
- Article 4 - Governance, Section B

Article 6 - Faculty Personnel Records
Article 24 - Negligence Insurance
Article 27 - Insurance Annuity Reduction
Article 28 - Savings and Credit Union
Article 29 - One-check Payroll Deposit
Article 33 - Parking
Article 35 - Annual College Budget
Article 36 - Reduced Teaching or Workload
Article 37 - Individual Agreements
Article 38 - Contract Legality
Article 39 - Contract Administration
Article 40 - Contract Printing and Distribution
Article 41 - Rights of Boards and Trustees
Article 43 - Grievance Procedures
Article 51 - Final Provisions

Section H. Academic Freedom: Academic Freedom applies to part-time faculty.

Section I. Professional Working Conditions:

1) Part-time faculty shall have a mailfolder in the central mailroom and appropriate mail service (central mailroom, departmental mailfolder, postal service, etc.) made available to them.

2) Part-time faculty shall have an opportunity to be included and listed as such in the College Directory and Bulletin. Copies of the directory and bulletin will be made available to all part-time faculty.

3) Part-time faculty will have access to orientation programs offered by the College.

ARTICLE 50 - JOINT COMMITTEE ON UNION/MANAGEMENT COOPERATION

It is agreed that a Union/Management Committee consisting of not more than three members selected by the Faculty Association - one of whom shall be the Contract Administrator (Faculty Association), and three members appointed by the President - one of whom shall be the Contract Administrator (College), will be established. The purpose of this Committee is to discuss any current affairs of mutual concern of the Faculty Association and of the College. The agenda for each Committee meeting shall be established by the President of the College and the President of the Faculty Association.

It is agreed that in the interest of efficient management and harmonious union relations, it is desirable that periodic meetings be held. These meetings will be referred to as Union/Management Conferences. At least ten days prior to each meeting the College and the Union will exchange information as to proposed subject to be discussed at the forthcoming meeting. The times, dates and places of the meetings shall be agreed upon by the contract administrators.

No provision of this section shall in any manner be used to alter the terms of this contract, nor shall it in any way abrogate the rights and obligations of either party to the agreement.

ARTICLE 51 - FINAL PROVISIONS

The agreement shall constitute the full and complete commitment by the Board and the Faculty Association and may be altered, changed, added to, deleted from or modified only through the mutual consent of the parties in a written and signed amendment to this Agreement.

The Agreement shall become effective November 1, 1984, and terminate at the close of business on August 31, 1987.

Department _____

APPENDIX A

MONROE COMMUNITY COLLEGE

Monthly Professional Personnel Report

Name _____

Month and Year _____

Indicate leave days taken by using the appropriate symbols.

S Sick Leave
V Vacation
D Death in Family
PL Personal Leave

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

17	18	19	20	21	22	23	24	25	26	27	28	29	30	31

I have not been absent this month ☐

Individual's Signature

Please submit this form to your department chairperson. The department chairperson will submit the forms for his department to the appropriate offices by the 15th day of the following month.

White Copy - PERSONNEL OFFICE COPY
Yellow Copy - DEPARTMENT COPY
Pink Copy - VICE PRESIDENT OF DIVISION COPY

12/80

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IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

For MONROE COMMUNITY COLLEGE
Signed Alice H. Young *Alice H. Young*
Title CHAIRPERSON, BOARD OF TRUSTEES Date: 9/24/84

For MONROE COMMUNITY COLLEGE
Signed Peter A. Spina *Peter A. Spina*
Title PRESIDENT, MONROE COMMUNITY COLLEGE Date: 9/24/84

For FACULTY ASSOCIATION OF MONROE COMMUNITY COLLEGE
Signed William J. Brindle *William J. Brindle*
Title PRESIDENT, FACULTY ASSOCIATION Date: 9/24/84

For FACULTY ASSOCIATION OF MONROE COMMUNITY COLLEGE
Signed Charles R. Clarke *Charles R. Clarke*
Title CHIEF NEGOTIATOR, FACULTY ASSOC. Date: 9/24/84

For MONROE COMMUNITY COLLEGE
Signed Robert D. Brown *Robert D. Brown*
Title CHIEF NEGOTIATOR, MONROE COMMUNITY COLLEGE
BOARD OF TRUSTEES Date: 9/24/84

6178-008 b178f006_04



830513

FEBRUARY 21, 1985

*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

Form Approved
O.M.B. No. 1220-0001
Approval Expires 7/31/87

R APR 16 1985

ASSISTANT TO THE PRESIDENT
MONROE COMMUNITY COLLEGE
1000 EAST HENRIETTA ROAD
ROCHESTER, NY. 14623

PREVIOUS AGREEMENT EXPIRED
AUGUST 31, 1984

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s).

MONROE COMM. COLLEGE FACULTY
ASSN

Monroe Community College Brighton NY

NEW YORK

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 700
2. Number and location of establishments covered by agreement one - 1000 East Henrietta Rd
3. Product, service, or type of business Community College - 2 year
4. If your agreement has been extended, indicate new expiration date 8/31/84 to 11/1/84

New agreement - 11/1/84 to 8/31/87 - copy attached

Robert D. Brown, Assistant to the President 716-424-5200
Your Name and Position Area Code/Telephone Number
1000 East Henrietta Road, Rochester, NY 14623-5780
Address City/State/ZIP Code



MONROE COMMUNITY COLLEGE

1000 EAST HENRIETTA ROAD - ROCHESTER, N.Y. 14623
CODE 716 442-9950

4 OCT 1977

September 20, 1977

Mr. Julius Shiskin
Commissioner of Labor Statistics
U.S. Department of Labor
Washington, DC 20212

830513
x 8/76

Dear Mr. Shiskin:

Per your request, enclosed is a copy of the Faculty Contract for Monroe Community College. This contract will be in force for the next two years.

Sincerely,

Robert D. Brown (wb)

Robert D. Brown
Assistant to the
President

RDB:cld

Enclosure

